

Amendment 226

Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 226 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 17th day of December, 2012, by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to modify the Sales Universe by adding the Validity Date. This work is more fully described in RFI 671 ORCA *Add Additional Data to Sales Universe* v13, as approved by the Agencies on November 26, 2012.
- C. The Parties agree that the Work necessary to modify the Sales Universe by adding the Validity Date will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

The Contractor will perform the work necessary to develop, test and implement a modification to the Sales Universe. The purpose of this change is to support the Fiscal Agent's need to match pass sales to a period of use. Total pass sales for a given period will be compared to pass apportionment data derived from the ORCA Boardings Universe. Such work will include the following:

1.1 The Contractor will add the following fields to sales usage data (UD) and made visible to the sales universe for reporting

- (a) Validity Date
- (b) Company Name (Checking account name or name of business)
- (c) Customer Name (Name of individual conducting transaction)
- (d) Customer ID (ID of individual conducting transaction)
- (e) Check Account Number (Used when validating against bad check list - masked or last 4 digits only)
- (f) Check Number (Sequential number of individual checks)
- (g) Purchase Order Number (Sequential number of individual purchase orders or vouchers issued)
- (h) Money Order Number (Sequential number of individual money order checks)

1.2 The Contractor will apply the solution to:

- (a) Retail and Business Account sales
- (b) Transactions from all sales locations which include CST – Standard, Wireless Portable CST, Cardholder Website, Call Center Website, Business Account Website, TRU and TVM devices

1.3 The Contractor will update the:

(a) CST to populate the existing sales data UD structures for the eight (8) new fields.

(b) Websites as follows:

- i. Update the middleware to start populating the pass validity into UD
- ii. Update the drosser process that extracts reporting data to populate the new fields into the reporting Universe
- iii. Include the specific fields in the Sales Universe so that they are available for reporting

1.4 The Contractor will test the modifications made in 1.1, 1.2 and 1.3 above.

1.5 The Contractor will commence populating sales data for the CSTs and websites from the date on which the solution is released to production.

1.6 The Contractor will update all affected System documentation to include SEA-08301 Universe Design

Section 2.0 Schedule:

- 2.1 The work described in Section 1.0 will be completed with Maintenance Release 21, which is currently scheduled for Promote to Production on March 15, 2013, or on an alternative date as agreed by the Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

3.1 Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 226

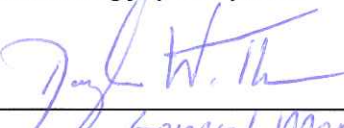
The Contractor will perform the work necessary to add additional fields to the Sales Universe.	
TOTAL	\$31,437

Section 4.0 Other Terms and Conditions

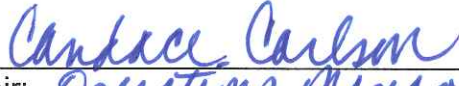
All other provisions of the Contract not referenced in this Amendment Two Hundred and Twenty-six shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: 
Its: General Manager
Date: 12/14/12

The Agencies

By: 
Their: Operations Manager
On behalf of the Agencies
Date: Dec. 17, 2012